

EXHIBIT G

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Conference

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 -----x

4 BIONPHARMA INC.,

5 Plaintiff,

6 v.

7 21 CV 10656 (JGK)

8 CORERX, INC.,

9 Defendant.

10 -----x
11 New York, N.Y.
12 January 25, 2022
13 10:30 a.m.

14 Before:

15 HON. JOHN G. KOELTL,

16 District Judge

17 APPEARANCES

18 HOLLAND & KNIGHT LLP
19 Attorneys for Plaintiff Bionpharma
BY: CHARLES A. WEISS
16 MARISSA A. MARINELLI

20 BUCHANAN INGERSOLL & ROONEY PC
21 Attorneys for Defendant Corerx
22 BY: PETER S. RUSS
23 MATTHEW L. FEDOWITZ

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3 (Case called)

4 (Case called)

5 THE COURT: Who is on the line for the plaintiff?

6 MR. WEISS: For plaintiffs, your Honor, it is Charles
7 Weiss, W-E-I-S-S, and Marissa Marinelli, M-A-R-I-E-L-L-I, both
8 of Holland & Knight, New York.

9 THE COURT: All right. Who is on the phone for the
10 defendant?

11 MR. RUSS: Your Honor, Peter Russ, R-U-S-S. And with
12 me is Matthew Fedowitz, F-E-D-O-W-I-T-Z, both from Buchanan,
13 Ingersoll & Rooney.

14 THE COURT: Okay. This is a motion for a preliminary
15 injunction. I am prepared to listen to the parties. I am
16 familiar with the papers. I had thought that the parties had
17 reached an agreement that would have preserved the status quo
18 pending ultimate decision on the merits.

19 So with that, a background, Mr. Weiss.

20 MR. WEISS: Yes, your Honor.

21 The parties have agreed preserve the status quo in
22 terms of maintaining the ability of Corerx to manufacture the
23 product and still Bionpharma's orders under the contract at
24 issue if the Court were to grant a preliminary injunction. So,
25 for example, that Corerx has the raw materials necessary to
make the product, that Corerx would maintain those materials in
its inventory unless Bionpharma asked to have them transferred

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1 out to someone else, that Corerx would not disassemble its
2 manufacturing line or things like that. So, the transfer
3 agreement was to preserve that and the parties did do that and
4 we do that have that in place which would resolve the temporary
5 restraining order.

6 So, next as the Court knows, is the relief sought by
7 plaintiff Bionpharma to compel Corerx to continue performance
8 under the supply agreement in a manner that would tie it over
9 until Bionpharma is able to get a new manufacturer up and
10 running.

11 The ultimate relief that Bionpharma would seek in
12 terms of final judgment, et cetera, is broader than that. But
13 in terms of a preliminary injunction, we are at this point not
14 asking the Court to compel Corerx to perform in perpetuity
15 until the contract expires but just to tie Bionpharma over.
16 And from the information that's been developed since we were
17 last in front of your Honor and conversations with the client,
18 that would be satisfied if Corerx were to fill the remaining
19 quantities of the order that were due to be placed in December
20 and one additional order.

21 So, essentially, that is three batches of products
22 would be sufficient to tie Bionpharma over until it's able to
23 get a new manufacturer up and running. And given that this is
24 only a preliminary injunction, we're seeking final judgments on
25 the merits, we think it's appropriate to limit the request

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3 what's necessary to get over the hump, so to speak.

4 THE COURT: What you said is not crystal clear to me.
5 Fill the remaining quantities of the December order and then
6 you said "three batches".

7 MR. WEISS: Sorry, your Honor.

8 So, the December order was three batches. That was
9 partially filled and there were roughly, the balance of the
10 December order is roughly two more batches. In addition,
11 Bionpharma placed another order for one more batch. So, if we
12 look at the total that is being sought, it is the balance of
13 the December order which is just a little bit more than two
14 batches, plus, the additional batch, additional order that was
15 placed.

16 THE COURT: When was the additional order placed?

17 MR. WEISS: That was placed at around the time that we
18 filed the lawsuit. We're pretty certain given the fact that
19 the Court had already said they wouldn't perform that they
20 would not accept that order but we didn't want to be in a
21 position that the Court would say, well, you didn't place your
22 order under the agreement. So, that order would have been
23 placed in any event. If the parties did not have this dispute,
24 Bion went ahead and placed it and as expected the Court didn't
25 accept it.

26 THE COURT: When was the date of that order?

27 MR. WEISS: I will have to look for the specific date,

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3 your Honor. I believe it was in early January.

4 THE COURT: That wasn't specifically referred to in
5 the papers, I don't think.

6 MR. WEISS: No. It was not, your Honor. We did say
7 in the papers in terms of the relief sought that it was to have
8 Corerx to continue to perform under the agreement at least
9 until Bionpharma was able to get a new supplier. We now know
10 what that would require and it's basically three batches.

11 THE COURT: Okay. That's helpful.

12 MR. WEISS: Okay. Should I continue, your Honor, with
13 the merits or --

14 THE COURT: Yes, in just a moment, but I had one other
15 question.

16 In terms of all of the -- litigation, there were the
17 lawsuits, among others, against as already brought against
18 Corerx. Azurity voluntarily dismissed those lawsuits against
19 Corerx, right? There were two lawsuits against Corerx and
20 Azurity had already dismissed those lawsuits?

21 MR. WEISS: Yes, your Honor. One in Delaware and one
22 in Florida voluntarily dismissed.

23 THE COURT: Okay. Are there any continuing lawsuits
24 that are now pending for patent infringement?

25 MR. WEISS: Against Bionpharma, there is. There is
the case that was referred to in our opening papers which was
the one in Delaware where Azurity sort of preliminary